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25 **UNITED STATES DISTRICT COURT**
26 **DISTRICT OF NEVADA**

27 MY DAILY CHOICE, INC.,

28 Plaintiff/Counterclaim-
Defendant,

v.

WILLIAM T. BUTLER; KRISTEN
BUTLER; and ARIEYL, LLC,

Defendants/Counterclaimants/
Third Party Plaintiffs,

v.

JOSH ZWAGIL, JENNA ZWAGIL, and
KARLI THOMAS,

Third-Party Defendants.

Case No. 2:20-cv-02178-JAD-NJK

**STIPULATION OF VOLUNTARY
DISMISSAL WITHOUT PREJUDICE
PURSUANT TO RULE 41(a)(1)(A)(ii)**

ECF Nos. 80, 88, 116

MY DAILY CHOICE, INC.,

Plaintiff,

v.

MARISSA BROOKE DONNELL,

Defendant.

Case No. 2:20-cv-02225-JAD-NJK

MY DAILY CHOICE, INC.,

Plaintiff,

v.

SKYLAR LAMBERT,

Defendant.

Case No. 2:20-cv-02228-JAD-NJK

MY DAILY CHOICE, INC.,

Plaintiff,

v.

DANIELLE LITUSKI, and
CHAD LITUSKI,

Defendants.

Case No. 2:20-cv-02232-JAD-NJK

Pursuant to Fed R. Civ. P. 41(a)(1)(A)(ii), LR IA 6-2, and LR 7-1, and based on the settlement of this matter following mediation [ECF No. 114], the parties hereby stipulate and request that the Court dismiss this action in its entirety, without prejudice, subject to the Court's retention of jurisdiction to enforce the terms of the parties' Confidential Settlement Agreement ("Settlement Agreement").

In support of this Stipulation, the parties state as follows:

1. Plaintiff My Daily Choice, Inc. ("MDC") filed its Complaint in this matter against Defendants William T. Butler, Kristen Butler, and Arieyl, LLC (the "Arieyl Parties") on November 30, 2020. *See* ECF No. 1.

2. MDC filed separate lawsuits against Defendants Marissa Brooke Donnell, Skylar Lambert, and Danielle and Chad Lituski. Those cases were consolidated into this action. *See* ECF No. 42.

3. On October 7, 2021, the Arieyl Parties filed their Counterclaims and Third Party Complaint, alleging claims against MDC and Third Party Defendants Jenna Zwagil, Josh Zwagil, and Karli Thomas. *See* ECF No. 64.

4. On March 8, 2022, the Court stayed the case to allow the parties to attend mediation. ECF No. 110.

5. On April 14, 2022, the parties reached a settlement in principle.

6. On April 18, 2022, the Court further stayed the case to allow the parties to prepare and execute a formal settlement agreement.

7. On April 29, 2022, the parties executed the Settlement Agreement, and have agreed to the Court's retention of jurisdiction to enforce the terms thereof.¹

8. Accordingly, the parties hereby stipulate and request the following:

- a. that the Court dismiss this action without prejudice² in its entirety, including *My Daily Choice, Inc. v. Butler et al.*, Case No. 2:20-cv-02178-JAD-NJK (and all Counterclaims and Third Party Claims asserted therein); *My Daily Choice, Inc. v. Lambert*, Case No. 2:20-cv-02228; *My Daily Choice, Inc. v. Lituski et al.*, Case No. 2:20-cv-02232; and *My Daily Choice, Inc. v. Donnell*, Case No. 2:20-cv-02225-JAD-NJK;
- b. that this stipulation and dismissal is conditioned upon the Court's entry of a dismissal order retaining jurisdiction to enforce the terms of the Settlement Agreement; and
- c. that the Parties shall bear their own attorneys' fees and costs.

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¹ While Ms. Donnell is not a party to the Settlement Agreement, MDC and Ms. Donnell stipulate to the voluntary dismissal of MDC's action against her pursuant to the terms of this stipulation per the signatures below.

² Dismissal shall be deemed to be with prejudice upon completion of Defendants' settlement obligations.

1 IT IS SO STIPULATED.

2 Dated: May 16, 2022.

3 COAST LAW GROUP LLP

RANDAZZA LEGAL GROUP, PLLC

4 By: /s/ Ross Campbell

By: /s/ Trey A. Rothell

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13 *Attorneys for Plaintiff/Counterclaim-*
14 *Defendant My Daily Choice, Inc., and Third-*
15 *Party Defendants Josh Zwagil, Jenna Zwagil*
and Karli Thomas

16 /s/ Marissa Brooke Donnell

17 Defendant MARISSA BROOKE DONNELL

18 *Pro Se*

ORDER OF DISMISSAL

Based on the parties' Stipulation of Voluntary Dismissal [ECF No. 116] and good cause appearing, the Court hereby ORDERS that:

- a. **This consolidated action is DISMISSED without prejudice in its entirety**, including *My Daily Choice, Inc. v. Butler et al.*, Case No. 2:20-cv-02178-JAD-NJK (and all Counterclaims and Third Party Claims asserted therein); *My Daily Choice, Inc. v. Lambert*, Case No. 2:20-02228; *My Daily Choice, Inc. v. Lituski et al.*, Case No. 2:20-cv-02232; and *My Daily Choice, Inc. v. Donnell*, Case No. 2:20-cv-02225-JAD-NJK, though the Court retains jurisdiction to enforce the terms of the Settlement Agreement;
- b. Each party must bear its own costs and attorneys' fees;
- c. All pending motions [ECF Nos. 80, 88] are **DENIED** without prejudice as moot; and
- d. The Clerk of Court is directed to **CLOSE THIS CASE**.


UNITED STATES DISTRICT JUDGE

DATED: May 18, 2022

CERTIFICATE OF SERVICE

The undersigned, an employee of Coast Law Group LLP, hereby certifies that on the 17th day of May 2022, she caused a copy of the foregoing **STIPULATION OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE PURSUANT TO RULE 41(a)(1)(A)(ii)**, to be served electronically to all parties of interest through the Court's CM/ECF system as follows, with service upon Marissa Brooke Donnell via email:

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Pro per

/s/ Kristyn Naismith
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